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11 **UNITED STATES BANKRUPTCY COURT**
12 **WESTERN DISTRICT OF WASHINGTON**
13 **TACOMA DIVISION**

14 In re:

15 Brian Douglas Deskins and Cheryl Ann
16 Deskins,

17 Debtors.
18

Case No.: 18-42845-MJH

**STIPULATED ORDER RESOLVING
TRUSTEE'S MOTION FOR
DETERMINATION OF FINAL CURE**

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20 Legacy Mortgage Asset Trust 2021-SL2, Mortgage-Backed Notes, Series 2021-SL2, U.S.
21 Bank Trust National Association, as Trustee C/O Specialized Loan Servicing LLC ("Creditor")
22 is the claimant herein with respect to proof of claim number 6 ("Claim"). On 7/28/2023, Creditor
23 filed its response to the chapter 13 trustee's notice of final cure, as amended by its amended
24 response to notice of final cure filed on 8/24/2023.

25 The Claim relates to: the Equity Maximizer Agreement dated 3//18/2009 in original
26 credit limit of \$75,000.00 signed by Debtors ("Note"), secured by a deed of trust recorded
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1 against 5016 64th Ave W, University Place, WA 98467 on 4/01/2009 [Instrument No.
2 200904010584] (“Deed of Trust”) (collectively referred to as “Loan”).

3 On August 22, 2023, the Chapter 13 trustee filed a motion for determination of final cure
4 and Mortgage Payment re: Rule 3002.1 (“Motion”), which set forth certain disputes that the
5 trustee has regarding Creditor’s response to the notice of final cure, as more fully provided
6 therein.
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8 **STIPULATION.**

9 (1) To resolve the trustee’s Motion, Creditor and Debtors have agreed to modify the
10 Loan, which will bring the loan current as of the October 1, 2023 payment, as
11 specifically provided below;
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13 (2) The Loan shall hereby be modified as follows (hereinafter referred to as “Modified
14 Loan”):

- 15 a. New Modified Loan total balance: \$63,268.85
- 16 b. Fixed interest rate: 6.0%
- 17 c. Loan Term: 185 months
- 18 d. Monthly Principal and Interest Payments: \$525.01
- 19 e. First Payment Due Date: October 1, 2023
- 20 f. Maturity Date: March 1, 2039

21
22 (3) Payments hereunder shall be due on the 1st of every month for the entire term of the
23 Modified Loan and must be received by Creditor by the 15th of each respective
24 month. The Modified Loan matures on 3/01/2039, at which time all remaining
25 amounts under the Modified Loan, if any, shall be due and payable;
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- (4) Except as expressly provided herein, all terms and conditions set forth in the Note and Deed of Trust remain unmodified and in full force and effect, including, but not limited to, terms governing or relating to late payments and late charges, taxes, insurance, costs, advances, and default;
- (5) Upon entry of this order, Creditor shall file a second amended response to the notice of final cure setting forth 'agreed' as to the post-petition section and with the due date of October 1, 2023;
- (6) Upon entry of this order, the trustee's Motion shall be deemed resolved, provided that Creditor shall still file the second amended response to notice of final cure setting forth 'agreed' as to the post-petition section and with the due date of October 1, 2023;
- (7) This stipulated order shall not be construed as an admission of error or wrongdoing by any party.

///End of Order///

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Presented By:

/s/ Dane Exnowski
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Agreed to By:

/s/ Ellen Ann Brown
Ellen Ann Brown
Attorneys for Debtors

Agreed to By:

/s/ Mathew S. LaCroix
Michael G. Malaier, Chapter 13 Trustee
By: Mathew S. LaCroix,
staff attorney for Chapter 13 Trustee